



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF, O

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation for damage or loss – Section 67;
3. An Order to recover the filing fee for this application - Section 72; and
4. Other.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by personal service on July 12, 2011 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The Tenancy started on July 15, 2010 and ended of July 15, 2011. Rent in the amount of \$1,750.00 was payable in advance on the first day of each month. The Landlord did not collect a security deposit from the Tenant. The Tenant has rental arrears owing for the period December 2011 to July 15, 2011 and the Landlord claims the amount of

\$6,250.00 for these arrears. The Tenant failed to clean the unit at move out. No condition inspection reports were completed at either move in or move-out and the Landlord submitted photo evidence of the state of the unit at move-out. The Landlord claims **\$616.00** for garbage removal and **\$336.00** for cleaning the unit.

The Landlord states that usual service providers were hired for the tasks required to clean the unit and haul the garbage and the costs charged to the Landlord are the costs paid. The Landlord states that had the Tenant taken care of these tasks, the Tenant may have been able to have done the tasks for less however the Landlord has mitigated its damages claim otherwise by not claiming for damages to the walls and by not claiming for lost rental income for the period taken to clean the unit following the Tenant's departure. The Landlord states that although the carpet replacement has cost \$3,091.59, the Landlord agrees that some reduction to this cost should be made for loss of life caused by the Tenant and reduces the claim to the amount of **\$1,236.64**.

The "Other" category marked in the application refers to the claims being made for costs related to reproduction and service of the hearing package and application.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove on a balance of probabilities, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that costs for the damage or loss have been incurred or established and that steps were taken by the claiming party to minimize or mitigate the costs claimed. Given the undisputed evidence of the Landlord of damage, costs incurred and mitigation efforts, I find that the Landlord has substantiated its claims for rental arrears in the amount of **\$6,250.00** and for damages to the unit as follows: **\$336.00** for cleaning the unit, **\$616.00** for garbage removal and **\$1,236.64** for carpet damage. As the Landlord's claims have been successful, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$8,538.64**.

The Landlord is not entitled to recovery of other costs related to the dispute such as photo development, service and photocopy costs.

Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **\$8,538.64**.

If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 03, 2011.

Residential Tenancy Branch